

Somers Central School District Facility Use Terms and Conditions

These Terms and Conditions govern the use of the facilities owned or operated by the Somers Central School District ("SCSD") by external organizations, groups, and individuals ("Users"). By submitting a request for facility use, the User agrees to adhere to the following terms and conditions, including the specified insurance requirements, cancellation policy, and other provisions outlined herein:

1. Eligibility for Use

- **Approved Users:** Only registered and approved Users may submit an application on ML schedules to use SCSD facilities. Registered Users may be either internal groups (e.g., student athletic events, activities) or external groups (e.g., affiliates, partners, community members).
- **Purpose of Use:** The school buildings and grounds are primarily maintained for the education and recreation of the school children of the district. No use shall be made of the buildings or grounds that would interfere with or disrupt their most effective use for the benefit of the students of the district.
 - **Permitted Uses:**
 - School buildings and grounds may be used for:
 - Instruction in any branch of education, learning, or the arts
 - Social, civic, and recreational meetings and entertainment, and other uses pertaining to community welfare
 - Polling places for elections
 - Civic forums and community centers
 - **Prohibited Uses:**
 - Uses prohibited by State Education Law include:
 - Religious worship
 - Activities that interfere with school use
 - Personal or private gain by for-profit organizations
 - Meetings or events with admission fees unless proceeds are for educational or charitable purposes
 - Activities under the exclusive control of religious, fraternal, or other non-community-based organizations
 - Meetings or rallies sponsored by political organizations, unless the voters have approved such a type of use at an annual or special meeting

2. Application Process

- Application must have all sections completed and filled out with all necessary information including required equipment, use of food trucks, names of chaperones etc.

- Requests must be submitted **at least 14 days** in advance of the desired date.
 - The SCSD reserves the right to deny or approve requests based on availability, appropriateness, and compliance with district policies.
-

3. Insurance Requirements

- Notwithstanding any other terms, conditions, or provisions in any other agreement, the User hereby agrees to meet the insurance requirements for facility use listed on the SCSD website.
 - If the User wishes to use a food truck vendor at an event on district property, the food truck vendor must be on the district's Approved Food Truck Vendor List.
 - If the User wishes to use a food truck vendor that is not on the approved list, the new food truck vendor will need to provide the necessary insurance required for food trucks prior to facility use approval.
 - **All insurance requirements are found on the district website at this link: [Links for Facility Use and Food Truck Insurance Requirements](#)**
-

4. Indemnification and Liability

- **By submitting this facility use application,** the User does covenant and agree to defend, indemnify and hold harmless the SCSD from and against any and all liability, loss, damages, claims or actions (including costs and attorney's fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in any way connected with the actual or proposed use of the SCSD property, facilities and/or services, including but not limited to bodily injury to any employee, invitee, guest, spectator, contractor or subcontractor of User. The User understands and agrees that its use of the SCSD property and facilities includes, but is not limited to, all areas identified in the application and/or permit, and sidewalks, walkways, parking lots, entrances, stairs, and all other areas incidental to and/or connected with the use of the premises (hereinafter referred to as "incidental areas"). The User agrees that its indemnity and insurance obligations extend to the areas identified in the application and/or permit any and all incidental areas.
-

5. Use of School Facilities

- **School Activities:** School-related activities have first priority for facility use, followed by community groups such as Boy Scouts of America, Girl Scouts Heart of the Hudson Inc., Cub Scouts, and Brownies.
- **Chaperone:** Chaperone for event must have a copy of the approved facility use application on hand at the event on district property.

- **Custodial Staff:** A district custodian must be present during building use. The custodian on duty is considered the representative of the Board of Education and must be respected at all times.
 - **School Equipment:** The use of school equipment (e.g., smart boards, stage lighting, cafeteria equipment) requires authorization and must be operated by trained personnel or district staff.
 - Any damage to school property shall be promptly repaired or replaced at the user's expense. NO EXCEPTIONS
 - **Clean-up:** The User of the facilities must clean-up afterwards. Make sure all doors are locked and lights are turned out when leaving.
 - **Parking & Traffic:** the User is responsible for ensuring that all participants adhere to parking and traffic regulations. Unauthorized parking or obstruction of emergency lanes is prohibited.
-

6. Safety and Security

- **Safety:** The User is responsible for maintaining a safe environment during their event. Emergency exits must always remain clear at all times.
 - **Supervision:** Any User with youth under 18 years old requires the presence of adequate adult supervision at all times.
 - **First Aid:** Users must have a designated first aid provider on-site, especially for large events or those involving physical activity.
 - **Security:** For larger events, additional security personnel may be required.
-

7. Prohibited Activities

- Profanity, objectionable language, disorderly acts, or illegal activities of any kind
- Smoking, vaping, alcohol, intoxicants, and the use of illegal substances
- The use of open flames, pyrotechnics, or other hazardous materials
- Gambling, weapons, or disruptive activities
- The sale or distribution of peanuts or peanut products on school grounds
- No unauthorized vehicles are allowed on school property.
- Users may not alter, decorate, or modify the facility in any way without prior approval from SCSD administration (including lining of fields or gyms, erecting permanent goal posts or structures, etc.).

****Those violating any of these prohibitions will be ejected from the premises.**

8. Compliance with Laws and Policies

- The User agrees to comply with all applicable federal, state, and local laws, including those related to safety, accessibility, and non-discrimination.
- Users must also comply with any SCSD policies and regulations governing the use of its facilities, as may be amended from time to time.

9. Use Fees

- A **fee schedule** may apply, depending on the type of facility used, duration, day of the week, and the user group. The fee schedule will be provided at the time of booking.
- All fees must be paid **in full** before the scheduled use of the facility.
- Users with poor credit history with the district may be denied further use of facilities
- The district may adjust fees for heating and snow removal during certain seasons.

The Current Fee Schedule:

Location	Unit	Weekday	Saturday	Sunday
Turf Fields	Per hour	\$125	\$175	\$175
SHS Lower Soccer Field (Left Field)	Per hour	\$35	\$50	\$50
SHS Lower Grass Field (Right Field)	Per hour	\$25	\$35	\$35
SIS/MS Grass Field	Per hour	\$25	\$35	\$35
SIS Grass Field	Per hour	\$25	\$35	\$35
PES Softball Field	Per hour	\$35	\$50	\$50
SHS Baseball Field	Per hour	\$35	\$50	\$50
Auditorium (SMS &SHS Respectively)	Per hour	\$350	\$450	\$450
SHS Gymnasiums	Per hour	\$50	\$100	\$150
SMS Gymnasium	Per hour	\$50	\$100	\$150
SIS Gymnasium	Per hour	\$50	\$100	\$150

PES Gymsnasiums	Per hour	\$50	\$75	\$100
Cafeteria	Per hour	\$50	\$100	\$100
Single Classroom	Per hour	\$25	\$50	\$75
Concession Stand	Per hour	\$15	\$25	\$25
Parking Lot	Per hour	\$5	\$5	\$5
Track	Per hour	\$50	\$50	\$50

Summer Camps/Clinics Fee Schedule:

Location	Charged Amount
Turf Field	\$1,000
Grass Field	\$350
Baseball Field	\$500
Softball Field	\$500
SHS, SMS, SIS Gymnasium	\$750
PES Gymnasium	\$350
Classroom	\$100
Cafeteria	\$150

- Weekly use of specified facility starting times no earlier than 7:30 a.m. and ending times no later than 4:00 p.m. Prices are for the week and the week is defined as Monday – Friday.
- **Additional Fees:**
 - A 10% per participation fee will be charged for each and every participant of the camp/clinic program. The 10% charged is based on the fee the participant pays to participate in the camp/clinic program.

- Labor charges for custodial and other services may apply when custodial staff is not on regular duty.
 - SCSD may require additional security personnel for larger events, and the User will be responsible for the associated costs.
-

10. Cancellation Policy & Revocation

- **Notification of Cancellation:**
 - Users are responsible for notifying the SCSD building or athletic department **immediately** in the event their activity is cancelled. Notifications should be made to the appropriate building or department contact person.
 - **Inclement Weather:**
 - In the event of inclement weather, SCSD facility closings will be determined by the **Superintendent of Schools** or his designee. Closings are typically announced through local radio stations, SCSD's website, and other communication methods, including text messages and phone calls to the designated contacts. Users should ensure they have up-to-date contact information for timely notifications.
 - **Holiday Weekends:**
 - SCSD facilities **are not available for use on designated holiday weekends**. These dates will be blacked out and will not be selectable on our facility use requests.
 - **Failure to Notify:**
 - In the event that a **cancelled event** is not properly communicated to the custodial staff, the User will be **responsible for the custodial fees** incurred as a result of the unnotified cancellation.
 - **Refunds for Cancellations:**
 - Users who cancel their events must notify SCSD as early as possible. The cancellation policy for refunds, if applicable, will be subject to the timing of the cancellation and the nature of the event.
 - **Revocation:**
 - Facility use applications may be revoked at any time
-

11. Acknowledgment

- The SCSD reserves the right to amend these Terms and Conditions at any time without prior notice.
-

For further information or questions, please contact the **District Business Office** at 914-277-2410.